

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 03-198**

The City of Lincoln intends to enter into a contract for the following and invites you to submit a sealed bid for:

TOW-IN SERVICES AND STORAGE OF TOWED VEHICLE(S)

**MEETING OR EXCEEDING THE CITY OF LINCOLN'S
SPECIFICATIONS**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon, Wednesday, August 6, 2003 in the office of the Purchasing Agent, K Street Complex, 440 South 8th Street, Suite 200, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

The City reserves the right to reject any or all bids and to waive any defect in bids.

Bidders should take caution if U.S. mail or delivery service is used for submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division prior to the time and date specified.

**SPECIFICATIONS
FOR
TOW-IN-SERVICES
AND
STORAGE OF TOWED VEHICLE(S)
AND BICYCLES**

1. GENERAL NOTICE

- 1.1 Sealed bids for providing tow-in service and storage of vehicles from City streets or other property within the City limits of Lincoln, Nebraska will be received by the Purchasing Division of the City of Lincoln, Nebraska at 440 South 8th Street, Suite 200, up to the hour of 12:00 noon, Wednesday, August 6, 2003, at which time and place they will be publicly opened and read aloud.
- 1.2 The City is requesting two (2) different bid proposals; one for City ordered tows and one for requests made by the City on behalf of the owner.
 - 1.2.1 **Bidders must bid both proposals.**
- 1.3 Successful bidder will be required to store said items at the City's impound lot.
 - 1.3.1 The City's impound lot is located at 101 Charleston which is just west of Haymarket Park Baseball.
 - 1.3.2 Successful bidder will be required to enter into a contract for the lease of the City's impound lot at the rate of \$60,000 per year.
 - 1.3.2.1 The lease shall be paid by the last day of each quarter in the amount of \$15,000.00.
 - 1.3.2.2 The contract will include 350 stalls for the exclusive use of the City ordered tows.
 - 1.3.2.3 The remaining stalls are available for use by the contractor.
 - 1.3.2.4 The contractor will be provided sufficient space for an office to conduct its business.
 - 1.3.3 Successful bidder will be required to maintain the impound lot and building in a manner acceptable to the City.
 - 1.3.4 Successful bidder will pay for all maintenance, upkeep and utility cost for the impound lot.
- 1.4 Bidder must submit copies of any and all contracts it has with other agencies for similar type services.
 - 1.4.1 These contracts must be submitted with the bid.
 - 1.4.2 This will be used to determine if requirements can be met for the City contract.
- 1.5 Bidders must submit with their bid a written outline of how they propose to fulfill this contract, to include methods of operation.
- 1.6 A rough layout of the City's impound lot and storage building is provided as Attachment A of these specifications.

2. SCOPE OF WORK

- 2.1 The work covered under these specifications shall be the removal of vehicles from the City streets, public property and private property, within the City limits of the City of Lincoln, Nebraska which may be ordered removed by any lawfully authorized agent of the City except when the owner or operator requests that another wrecker be called.
- 2.2 This will include the removal of junk vehicles from private property for which authorization by the owners or custodians of such vehicles has been obtained.
- 2.3 In addition, the successful bidder shall be required at the request of personnel of the Lincoln Police Department to transport bicycles and parts thereof from various locations throughout the City designated by the Police Department, to a place of storage designated by the City (presently the City's impound lot).

- 2.4 Each bidder must be able to demonstrate the ability to meet each section of the specification to the satisfaction of the City, on the date their bid is submitted to the City.
- 2.5 Each bidder must have a valid for hire license and a valid special waste permit on the date their bid is submitted and comply with all current regulations per section four (4).
- 2.6 As an additional responsibility, the successful contractor will be required to collect Parking Ticket Fees owed to the City and to transfer these monies to the City the following day.
 - 2.6.1 The contractor shall have a computerized system able to handle this requirement and it must be pre-approved by the City Finance Department.

3. GENERAL CONDITIONS

- 3.1 These specifications relate to the towing of automobiles, trucks, buses, and like vehicles from the public streets and other property within the City of Lincoln.
 - 3.1.1 This contract includes the towing of City-owned vehicles.
- 3.2 Vehicles to be towed will include those vehicles ordered to be towed by officials of the City of Lincoln.
 - 3.2.1 Each call for tow will require one tow truck, if more than one is required a detailed explanation shall be on the ticket
 - 3.2.2 The contractor is responsible for securing any titles and disposal of vehicles that are requested towed by Lincoln Police Department as a result of an accident.
- 3.3 Such orders will arise from various types of legal process.
- 3.4 The Contractor will be by virtue of a contract authorized to tow ordered vehicles(s) to the City's impound lot.
- 3.5 The Contractor will be responsible for the storage of such vehicle(s) and will be responsible for the collection of fee(s) for such towing and storage.
- 3.6 Contractor will also be responsible for the promulgation of a system approved; by the City, to secure the payment of such fees in those instances when the towed vehicle must be immediately released to the owner thereof.
- 3.7 The Contractor submitting a bid for a contract shall submit same on the basis of the amount charged for the towing of vehicle(s) and storage as listed below:
 - 3.7.1 Vehicles attached to Contractor's vehicle, but not towed, amount to be paid at the scene.
 - 3.7.2 Passenger cars, small trucks (licensed four (4) tons and less), and trailers (other than semi-trailers and house trailers).
 - 3.7.3 Straight trucks (licensed over four (4) tons).
 - 3.7.4 Over-sized vehicles:
 - 3.7.4.1 Semi-tractor
 - 3.7.4.2 Semi-trailer or house trailer
 - 3.7.4.3 Self-propelled campers or mobile homes
 - 3.7.4.4 Buses
 - 3.7.5 Motorcycles (vehicles capable of being licensed as motorcycle)
 - 3.7.6 Other vehicles (snowmobiles, boats on trailers, motorcycles, etc.)
 - 3.7.7 Whenever position winching is necessary, a reasonable fee may be made for each hour or fraction thereof for use on the winch.
 - 3.7.8 Storage rates shall begin 24 hours after tow.
 - 3.7.8.1 Any vehicle stored as evidence at the request of the Lincoln Police Department can be charged a storage fee at the discretion of the Police Department.
 - 3.7.8.2 Any vehicle belonging to the City will not be charged a storage fee.
 - 3.7.9 Storage rates for passenger cars and trucks weighing four (4) tons shall be so required and so indicated on the proposal
 - 3.7.10 Storage rates for straight trucks weighing over four (4) tons shall be required and so indicated on the bid proposal

- 3.7.11 Semi-trailers and other oversized vehicles shall be winched and towed at standard commercial rates, starting from the time arriving at the scene.
 - 3.7.11.1 Storage rates for semi-trailer trucks and other oversized vehicles shall be required and so indicated on the Bid Proposal.
- 3.7.12 Storage of semi-trailers and other oversized vehicles may be at a place other than the City's lot; except that all said lots to be used for storage of semi-trailers and other oversized vehicles shall be approved in advance by the Chief of Police of the City of Lincoln, Nebraska or the Chief's designated representative.
- 3.7.13 Storage rates of other vehicles (snowmobiles, boats on trailers, motorcycles, etc.)
- 3.7.14 Storage rates shall not apply when a vehicle is towed to a destination other than the Contractor's outside or inside storage area, or an approved lot as specified in the preceding section.
- 3.8 In the event that the Contractor is unable to collect the towing and/or storage fee on claimed vehicles, as such the Contractor may protect its interest in accordance with legal procedures for the collection of such fee(s).
- 3.9 The City of Lincoln will not guarantee the payment of any fees not collected by the Contractor.
- 3.10 The City agrees to convey to Contractor abandoned vehicles having no current numbered plates affixed and having a value of \$100.00 as determined by the Police Department or less, such vehicles when towed from public property may be towed to City's lot or such salvage yard as Contractor may have arranged for.
 - 3.10.1 When the vehicle is conveyed to the contractor, it shall no longer be counted as one of the 350 vehicles reserved for the City.
- 3.11 Such vehicles will be held a minimum of five days before disposition, unless the owner provides the City of Lincoln with a written waiver.
- 3.12 Contractor shall also be responsible for the promulgation of a system (approved by the Police Department) for securing the payment of its fees in disputed cases where such vehicle must be immediately released to the owner thereof.
- 3.13 City further agrees to convey to Contractor for disposition, those vehicles not sold at public auction, all wrecked, junked, partially dismantled, or abandoned vehicles towed from private property upon which releases have been obtained from owners or custodians.
 - 3.13.1 When the vehicle is conveyed to the contractor it shall no longer be counted as one of the 350 vehicles reserved for the City.
- 3.14 Public auction of unclaimed vehicles will be held at the impound lot, and will be conducted by personnel of the Lincoln Police Department or their designee.
- 3.15 Contractor shall clean and prepare vehicles for auction.
- 3.16 The City of Lincoln shall provide personnel to assist in inventory of vehicles to be sold at public auction.
- 3.17 Contractor shall be paid accrued towing and storage fees on vehicles upon sale of such vehicles which are sold at public auction.
 - 3.17.1 Fees shall not exceed sale price, excess monies will be returned to City.
- 3.18 Salvage title will be provided to Contractor for those vehicles not sold during or at the public auction.
 - 3.18.1 Upon issuance of the title, the vehicle will no longer be counted as one of the 350 vehicles reserved for the City.
- 3.19 The City will reserve the right to dispose of vehicles titled to it by operation of law in a manner most advantageous to the City in accordance with the provisions of the Lincoln Municipal Code or other applicable law.

- 3.20 In the event the Contractor does not have available proper equipment when requested by the City, the Contractor shall call upon another wrecker service to carry out such duties within the time frame of the contract.
 - 3.20.1 Prices charged shall be at the contract prices without being in breach of contract.
 - 3.20.2 It shall be the responsibility of the contractor to receive the money and pay the other wrecker service for its service.
- 3.21 The Contractor shall charge directly to the owner or operator of the vehicle such fees for tow-in and/or storage of any vehicle(s) in accordance with the schedule of rates contained in the Bid Proposal.
- 3.22 The City will not prevent any owner from claiming their vehicle from Contractor unless Contractor has been specifically directed to hold such vehicle by officers or agents of the City of Lincoln.
- 3.23 The length of the contract shall be for four (4) years, with option to renew for an additional four (4) years.

4. SPECIFIC REQUIREMENTS

- 4.1 Response Time
 - 4.1.1 In the event that the tow vehicle is unable to arrive at the scene within 20 minutes of dispatch time by the City, due to numerous calls, it shall be the responsibility of the Contractor to call upon another wrecker service to carry out such duties within that time frame and to so notify the Police dispatcher who that service is:
 - 4.1.1.1 Vehicles shall be towed to the City's impound lot.
 - 4.1.1.2 This only applies to ordered tow-in.
- 4.2 No Tow
 - 4.2.1 No fee shall be charged unless the vehicle to be towed has been connected to the towing vehicle.
- 4.3 Secured Parking
 - 4.3.1 Contractor will have the ability to secure outdoor fenced space for security parking at the City's impound lot for at least three hundred and fifty (350) vehicles specifically towed under Section 1 of the proposed contract.
 - 4.3.2 Any vehicle stored outside shall have all vents and windows closed as a direct responsibility of the Contractor.
 - 4.3.2.1 If the contractor is unable to close vents and windows, the vehicle must be protected from the elements via tarp or other methods.
 - 4.3.3 Further, the Contractor shall investigate, arbitrate or adjust all loss and damage claims.
 - 4.3.4 Storage of semi-trailers may be at a place other than the City's impound lot, except that all said lots used for semi-trailers shall be approved in advance by the Police Department for the City of Lincoln, Nebraska.
 - 4.3.5 Inside storage space shall be for the exclusive storage of towed vehicles at the request of Lincoln Police Department.
 - 4.3.6 There is sufficient indoor storage at the City's impound lot to accommodate at least six (6) vehicles.
 - 4.3.6.1 Contractor shall keep this area free and clear for the Police Department's exclusive use.
- 4.4 Tow Equipment
 - 4.4.1 Contractor shall keep and maintain at all times, not less than eight (8) power winch equipped tow trucks with the latest state of the art safety devices to remove all vehicles in accordance with the terms and conditions of this agreement.
 - 4.4.2 All such trucks shall be equipped with two-way radios, pan and scoop shovel, broom and receptacle for debris, minimum 10-pound dry powder fire extinguisher, and a container filled with oil absorbent and an empty container to put debris from the scene.

- 4.4.3 Contractor agrees to remove from the street all parts, glass, metal, dirt and debris, etc. and to spread oil absorbent on all oil, gasoline and/or grease spots which are upon such street at the scene of the accident and/or collision to which the Contractor has been directed to remove any vehicle(s). (Per Ordinance 10.24.90)
 - 4.4.3.1 Should the City have to clean area up by City crews or others cost of clean-up shall be billed to contractor and a \$100.00 fee will be assessed.
- 4.4.4 Contractor must have the tow trucks available for towing use 24 hours a day, seven days a week.
- 4.4.5 Contractor shall provide additional towing equipment in the time of extra demand such as winter storms, Nebraska football Saturdays, Nebraska State Fair, etc.
 - 4.4.5.1 Additional tow equipment may be in the form of prior written agreements with other towing services.
 - 4.4.5.2 Other towing services must be approved in writing by the City of Lincoln's Police Department.
 - 4.4.5.3 Other towing services will act under the supervision of the contractor and abide by all terms and conditions of the contract.
- 4.5 Oversized Vehicles
 - 4.5.1 In lieu of maintaining equipment and/or personnel for the towing of "oversized vehicles," Contractor may, at Contractor's option, cause such towing of oversized vehicles to be performed by other than Contractor.
 - 4.5.2 In that event, all conditions of this agreement remain in effect, as if the towing were done by Contractor, and Contractor agrees to be held responsible for the proper performance of such towing, including the assumption of liability, the collection of fees, timeliness of response, and other such factors as are a part of this agreement.
- 4.6 Personnel
 - 4.6.1 Contractor shall provide uniformed wrecker operators.
 - 4.6.1.1 Said uniforms shall be clean and have the names of the company and the name of the operator on the outside of the uniform.
 - 4.6.2 Contractor shall have available persons to process requests for the towing, storage, inspection, and return of vehicles towed 24 hours a day, seven days a week.
 - 4.6.3 Contractor shall allow and permit the inspection of any vehicle stored or towed pursuant to any of the provisions hereof by the owner of such vehicle or by any person having authorization from such owner 24 hours a day, seven days a week.
 - 4.6.4 Contractor shall be prepared to have additional personnel available to handle claims for return of vehicles towed for additional hours as requested by the Lincoln Police Department on those occasions when extra towing is required, such as on Nebraska football Saturdays and during the Nebraska State Fair week.
 - 4.6.5 Contractor shall run a criminal history check on all employees and make available to City if requested.
 - 4.6.6 No owner, manager, or assistant manager shall have an arrest record within the last five (5) years.
- 4.7 Personal Property
 - 4.7.1 Contractor shall inventory, or have Contractor's employee, representative or agent inventory all personal property in vehicles, except vehicles upon which there is a police hold, which the Contractor is directed to tow, at the scene of an accident or collision or point of removal.
 - 4.7.2 Such inventory of personal property shall be made in triplicate, and shall be signed by party making the inventory.
 - 4.7.3 One copy thereof shall be furnished to the Contractor.

- 4.7.4 One copy of the inventory shall be given to the owner of the vehicle towed, or to owner's agent or representative or securely attached to the vehicle or left inside the vehicle in plain view, and shall not be removed except by the owner or the owner's representative, and one copy retained by the Police Department.
- 4.7.5 The Contractor shall be solely responsible and liable to the owner for all personal property in all vehicle(s) towed under this contract.
- 4.7.6 Contractor shall allow and permit removal of personal property from towed vehicles by the owner of such vehicle(s), 24 hours a day, seven days a week except vehicles upon which there is a police hold.
 - 4.7.6.1 In case of a police hold items may be removed only upon prior approval of the Lincoln Police Department.
- 4.7.7 Contractor shall protect all personal property in towed vehicles, and upon disposition of any vehicle by legal sale, auction, or salvage, and shall assist the Lincoln Police Department of the City of Lincoln in the inventory of personal property, in such vehicle so disposed of.
- 4.7.8 All personal property which is left in vehicles towed by the Contractor shall be the Contractor's sole responsibility, any claims for loss or damage thereto shall be adjusted by and between the Contractor and the owner of the vehicle(s).
- 4.7.9 Contractor shall provide secure storage for all personal property removed from vehicles in preparation for vehicle auctions.
- 4.8 Vehicle Release
 - 4.8.1 When a police hold order exists, the vehicle(s) shall not be released unless authorized by a duly accredited agent of the Lincoln Police Department.
 - 4.8.2 Such vehicles shall be towed to and stored in such location as may be directed by the Police Department or designated representative.
- 4.9 Duty Call
 - 4.9.1 Contractor shall have operators or drivers on duty and subject to call from the City twenty-four (24) hours a day, seven (7) days a week, for removal and towing of vehicle(s) and storage at the City's impound lot.
- 4.10 Laws and Regulations
 - 4.10.1 Contractor shall at all times operate within the framework of all ordinances, statutes, and laws whether local, state, or federal.
- 4.11 Bicycle and Bicycle Parts
 - 4.11.1 Contractor shall remove bicycles or bicycle parts from various locations in the City on a regularly scheduled basis.
 - 4.11.1.1 In the summertime it shall be twice a week and once a week during winter.
 - 4.11.2 In other cases removal will be no later than 36 hours following notification by the Police Department personnel.
 - 4.11.3 Such bicycles or bicycle parts shall be stored in an enclosed building at the City's impound lot.
 - 4.11.4 Personnel of Contractor shall be available to show and release bicycles or bicycle parts between the hours of 0700 and 1700 hours weekdays and Saturday (holidays and Sundays excluded).
 - 4.11.5 Bicycles or bicycle parts shall be released by Contractor to those persons appearing with proof of purchase, receipts of licensing or upon notification of proper ownership by the Police Department personnel.

- 4.11.6 The Contractor shall be paid \$10.00 per bicycle for each bicycle picked up and stored for such period as directed by personnel of the Police Department.
 - 4.11.6.1 It is estimated that 1,200 bikes are picked up and stored over the course of a year.
- 4.11.7 Auction of unclaimed bicycles shall be held at the impound lot at a date and time determined by the Police Department.
- 4.11.8 Included in the sale shall be any unclaimed miscellaneous properties to be auctioned selected by personnel of the Police Department.
- 4.11.9 Contractor shall assist with the preparation of bicycles for auction and shall assist Police Department personnel with the handling of bicycles at auction.
- 4.11.10 Contractor shall also segregate and keep separate all bicycles designated for auction.
- 4.12 Cancellation Notice
 - 4.12.1 It is understood that the contract may be canceled by giving the other party sixty (60) days written notice of the termination of the contract unless the Contractor is found to be in substantial breach of its contract, in which case such contract will immediately terminate in accordance with applicable law.
- 4.13 City of Lincoln Inspection(s)
 - 4.13.1 Contractor shall keep and have all tow trucks and equipment available for inspection by the Police Department or authorized representative of the City at any time.
 - 4.13.2 Any unit not passing inspection shall be removed from service until such time as it is approved by the City.
 - 4.13.3 If a unit is removed from service, the Contractor shall immediately replace it with another unit so as to have a full compliment of tow trucks to meet the terms and conditions of the contract.
- 4.14 General Insurance Requirements
 - 4.14.1 Contractor shall carry such insurance as described herein.
 - 4.14.2 The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by the City of Lincoln.
 - 4.14.3 Contractor shall not commence work under this contract until it has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on Contractor's subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
 - 4.14.4 The City of Lincoln shall be named additionally insured.

5. INSURANCE

- 5.1 Workmen's Compensation Insurance and Employer's Liability Insurance
 - 5.1.1 The Contractor shall take out and maintain during the life of this contract the applicable statutory Workmen's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all Contractor's employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Workmen's Compensation Insurance for the latter's employees.

- 5.1.2 The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on their employees.
- 5.2 Public Liability Insurance
- 5.2.1 The Contractor shall maintain during the life of this contract, Public Liability Insurance, naming and protecting Contractor and the City of Lincoln against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them.
- 5.2.2 The minimum acceptable limits of liability to be provided by such insurance shall be as follows:
- (a) Bodily Injury Limits \$1,000,000 Each Occurrence
 - (b) Personal Injury Limits \$1,000,000 Per Person
 - (c) Property Damage Limits \$1,000,000 Each Occurrence
- 5.2.3 The Public Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
- 5.2.3.1 The coverage shall be provided under a Comprehensive General Liability form of policy or one similar thereto.
 - 5.2.3.2 The property damage coverage shall include Broad Form Property Damage Endorsement.
 - 5.2.3.3 Contractual Liability coverage shall be included.
- 5.3 Automobile Liability Insurance
- 5.3.1 The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect the Contractor against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the Operations of any owned, hired, or now-owned automobiles used by or for the Contractor in any capacity in connection with the carrying out of this contract.
- 5.3.2 The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be a \$1,000,000 combined single limit for bodily injury and/or property
- 5.4. Garage Keepers Legal Liability
- 5.4.1 For fire, theft, riot, vandalism, and collision or upset, subject to not more than \$500.00 deductible per occurrence shall be carried with a sufficient limit of liability to cover the maximum number of automobiles or other vehicles, and the contents of such automobiles and vehicles, in accordance with the City of Lincoln's contract for tow-in services and storage of towed vehicle(s).
- 5.5 Certificate of Insurance
- 5.5.1 The Contractor shall furnish the City of Lincoln with a certificate of insurance evidencing policies required in Sections 5.1, 5.2, 5.3 and 5.4.
- 5.5.2 Such certificate shall specifically indicate that the Public Liability insurance includes all extensions of coverage required in sections 4 and 5.
- 5.5.3 Such certificate shall specifically state that such insurer shall give the City at least thirty (30) days written notice in the event of cancellation of or material change in any of the policies.
- 5.5.4 Certificate of Insurance shall also name the City of Lincoln as an additional insured with respect to this contract.

6. RECORD KEEPING

- 6.1 Contractor shall keep such records as required by the Police Department and furnish these records to the Lincoln Police Department on a monthly basis not later than the 10th day of the next succeeding month.
- 6.2 Any records in connection with this contract shall be open for inspection by a duly authorized representative of the City.
- 6.3 Records shall be kept and maintained in the following manner:
 - 6.3.1 Record of all vehicles towed and length of storage
 - 6.3.1.1 Public Streets
 - 6.3.1.2 Private Property
 - 6.3.2 Disposition of all vehicles towed including disposition of personal property.
 - 6.3.3 Record of location from where all towed vehicles are removed from on Public Streets and Private Property shall be required.
 - 6.3.4 Record of monies received from the following:
 - 6.3.4.1 Towing
 - 6.3.4.2 Storage
 - 6.3.4.3 Salvage
 - 6.3.4.4 From any other source with respect to this contract.

7 AWARD

- 7.1 In determining "lowest responsible bidder" in addition to price, the Purchasing Agent and Police Department shall consider:
 - 7.1.1 The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
 - 7.1.2 Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without interference;
 - 7.1.3 The character, integrity, reputation, judgement, experience, and efficiency of the bidder;
 - 7.1.4 The quality of performance of previous contracts or service;
 - 7.1.5 The previous and existing compliance by the bidder with the laws and ordinances relating to contract or service;
 - 7.1.6 The sufficiency of the financial resources and ability of the bidders to perform the contract or provide the service;
 - 7.1.7 The quality, availability, and adaptability of the of the bidder to perform the contract;
 - 7.1.8 The ability of the bidder to provide future maintenance and service for the use of the impound lot;
 - 7.1.9 The number and scope of conditions which may be attached to the bid;
 - 7.1.10 The City reserves the right to accept or reject any or all bids and to waive irregularities.

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____ 2003, by and between the CITY OF LINCOLN, NEBRASKA, a municipal corporation, hereinafter referred to as "the City" and _____ hereinafter referred to as "the Contractor".

WITNESSETH:

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as the result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract.

1. For the period of three (4) years commencing 12:01 a.m., September 1, 2003 and ending 12:00 a.m., on August 31, 2007 with the option to renew for an additional four (4) years at same terms and conditions. The City, for and in consideration of the agreements of the Contractor hereinafter stated, agrees to direct and refer to the Contractor orders for the removal of vehicles from the streets or other property within the City Limits of the City of Lincoln, which may be ordered removed by any lawfully authorized agent of the City except when the owner or operator of the vehicle requests that another wrecker be called or such vehicles that have been released for removal from private property by the owners or custodians of such vehicles.

2. The Contractor shall charge directly to the owner or operator such fees for tow-in or storage of any vehicle in accordance with the schedule of rates contained in Paragraph 4 hereof entitled Schedule of Rates. It is understood by and between the parties hereto that the City is not responsible or liable for any charges made by the Contractor, and that the contractor must look solely to the owner or operator of the vehicle stored or towed for the recovery of any such charges. Contractor shall also be responsible for the promulgation of a system for securing the payment of its fees in disputed cases where such vehicle must be immediately released to the owner thereof.

4. THE FOLLOWING IS THE SCHEDULE OF RATES FOR UNITS ORDERED
TOWED BY THE CITY and SCHEDULE OF RATES TOW REQUESTS MADE BY
THE CITY ON BEHALF OF OWNER:

	CITY ORDERED	ACCIDENT
TOW-IN		
Passenger cars, small trucks (licensed four (4) tons and less and trailers (other than semi-trailers and house trailers).....	\$ _____	\$ _____
Straight Trucks (licensed over four (4) tons).....	\$ _____	\$ _____
Oversized vehicles:		
(a) Semi-tractor	\$ _____	\$ _____
(b) Semi-trailer or house-trailer	\$ _____	\$ _____
(c) Self-propelled campers or mobile homes	\$ _____	\$ _____
(d) Buses	\$ _____	\$ _____
Motorcycles (vehicles capable of being licensed as a motorcycle)	\$ _____	\$ _____
Other vehicles (snowmobiles, boats on trailers, motorcycles, etc.)	\$ _____	\$ _____
Transporting and storing bicycles and parts thereof	\$ _____	\$ _____
Whenever position winching is necessary, an additional fee may be charged for each hour or fraction thereof for use of the winch, starting time shall be once the contractor is on the scene.....	\$ _____	\$ _____
Whenever mechanical work is deemed necessary by the Contractor to prevent further damage to the vehicle or its contents, an additional fee may be charged for each hour or fraction thereof for such mechanical work, starting time shall be once the contractor is on the scene.	\$ _____	\$ _____
There shall be <u>no</u> additional charge for dollies. <u>Any rates charged for other than the actual tow must be documented and approved by the Police Department.</u>		

STORAGE

Storage rates shall not commence until after the expiration of 24 hours after towing of such vehicles.

Storage rates for passenger cars and trucks weighing four (4) tons and under shall not exceed the following daily rate:

Storage per day or fraction thereof \$ _____ \$ _____

Storage rates for Trucks weighing over four (4) tons shall not exceed the following daily rate:

Storage per day or fraction thereof \$ _____ \$ _____

Semi-trailers and other oversized vehicles will be winched and towed at standard commercial rates. Storage rates for semi-trailers and other oversized vehicles shall not exceed the following daily rate: Storage per day or fraction thereof

CITY
ORDERED ACCIDENT

Storage of semi-trailers and other oversized vehicles may be at a place other than the Contractor's lot; except that all said lots to be used for storage of semi-trailers and other oversized vehicles shall be approved in advance by the Chief of Police of the City.

\$_____ \$_____

Storage rates for other vehicles (snowmobiles, boats on trailers, motorcycles, etc.) shall not exceed the following daily rate: Storage per day or fraction thereof.....

Storage rates shall not apply where a vehicle is towed to a destination other than the Contractor's outside or inside storage area, or an approved lot as specified in the preceding paragraph.

\$_____ \$_____

5. The Contractor further agrees and covenants with the City to abide by all the following requirements:

(a) The Contractor must keep and maintain at all times, at least eight (8) power winch equipped tow trucks with modern approved safety devices, containing sufficient equipment at all times to comply with the towing demands of the City. All such trucks to be equipped with two-way radios. All power winch equipped tow trucks shall be equipped with a pan or scoop shovel, broom and receptacle for debris, a minimum 10-pound dry powder fire extinguisher, and a container filled with oil absorbent and an empty container for debris. The Contractor agrees to remove from the street all parts, glass, metal, dirt and debris, and to spread, remove and dispose of all oil absorbent within all federal and state rules and regulations for all oil, gasoline or grease spots which are upon such street at the scene of an accident or collision from which the Contractor has been directed to remove a vehicle or vehicles.

(b) Contractor shall keep and have all tow trucks and equipment available for inspection by the Police Department or authorized representative of the City upon notice.

(c) Contractor shall carry such insurance as described in the required insurance clause of the general specification for contract bidders of the City of Lincoln and comply with all equal opportunity requirements contained in such specifications.

(d) Contractor shall maintain the security fenced parking area large enough to store three hundred-fifty (350) cars and trucks; to segregate, maintain and reserve the areas mentioned above for the exclusive storage of vehicles towed at the request of the City.

(e) Contractor shall keep such records concerning vehicles sold as required by the Chief of Police, and to furnish these records to the Chief of Police on a monthly basis not later than the 10th day of the next succeeding month following the sale. These records must include an accounting of monies returned to private owners or to persons to whom the Contractor would have been bound to deliver the vehicle. Any records in connection with this contract shall be open for inspection by authorized representatives of the City.

(f) At the scene of an accident or collision or point of removal, Contractor shall inventory, or have Contractor's employee, representative or agent inventory all personal property in vehicles which the Contractor is directed to tow. Such inventory of personal property shall be made in triplicate, and shall be signed by party making the same. One copy thereof shall be maintained by the Contractor as a permanent record. One copy of the inventory shall be given to the owner of the vehicle towed, or to owner's agent or representative, or securely attached to the vehicle, and shall not be removed except by the owner or the owner's representative, and one copy retained by the Police Department. The Contractor shall be solely responsible and liable to the owner for all personal property in vehicles towed under this agreement, and for such damage of whatever nature or kind arising from the towing of such vehicle.

(g) Contractor shall protect all personal property in towed vehicles. Upon disposition of any vehicle by legal sale or auction, Contractor shall turn over an inventory of, and all personal property in such vehicle so disposed of to the Police Department of the City. All personal property which is left in vehicles towed by the Contractor shall be its sole responsibility, and any claims for loss or damage thereto shall be adjusted by and between the Contractor and the owner thereof. In the event a vehicle is in such condition as to warrant inside storage and the owner is absent or unable to direct the Contractor to store the owner's vehicle in an inside storage area, then the Contractor may store the vehicle inside and charge inside storage rates accordingly.

(h) When a police hold order exists, the vehicles shall not be released unless authorized by a duly accredited agent of the Lincoln Police Department. Such vehicles shall be towed to any location designated by the Police or designated representative of the Police Department. Any inventory

of personal property in such vehicle shall be under the direction of the officer in charge of said vehicle.

(i) Contractor shall have operators or drivers on duty and subject to call from the Police Department twenty-four (24) hours a day, seven (7) days a week.

(j) Contractor shall have sufficient personnel available twenty-four (24) hours a day, seven (7) days a week, without exception, for the purpose of releasing held vehicles to the owners or their legal representatives.

(k) Contractor shall allow and permit, at all reasonable times, the inspection of any vehicle stored or towed pursuant to any of the provisions hereof by the owner of such vehicle or by any person having authorization from such owner.

(l) Any vehicle stores outside shall have all vents and windows closed as a direct responsibility of the Contractor. Further, the contracting firm shall investigate, arbitrate or adjust all loss and damage claims.

(m) Contractor shall at all times operate within the framework of all applicable ordinances, statutes, and laws whether local, state or federal.

(n) Contractor further agrees that the bid specifications on file with the City of Lincoln are made a part hereof as though fully set forth verbatim and are binding on the parties hereto. Incorporation herein of any part of the specification does not limit the application of such specification, but such specifications are intended to be complied with in their entirety. Contractor shall at the direction of personnel of the City of Lincoln, within thirty-six (36) hours of such direction, pick up from various locations within the City bicycles and parts thereof. Such bicycles and parts shall be stored and disposed of in accordance with the specifications attached hereto, specifically Paragraph 12 hereof.

6. It is further agreed by and between the parties hereto that either party may cancel this Agreement by giving the other party sixty (60) days written notice of the termination hereof, unless Contractor is found to be in substantial breach of his contract in which case such contract will immediately terminate in accordance with applicable law.

IN WITNESS WHEREOF, the parties have set their hands and seals on the
day first above written.

ATTEST:

CITY OF LINCOLN, NEBRASKA,
A Municipal Corporation

City Clerk

Mayor

Date:_____

Date:_____

ATTEST:

CONTRACTOR

Witness

Company Name

Company Address

Authorized Signature

Date:_____

Date:_____

Witness

Date:_____

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.